

HON. KYMBERLY K. EVANSON

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

O.E., an individual,

Plaintiff,

v.

HPT TRS IHG-2, INC., a Maryland
corporation; SONESTA INTERNATIONAL
HOTELS CORPORATION, a Massachusetts
Corporation; and ABRDURAKHMON
MUKHAMMADJONOV, an individual,

Defendants.

Case No. 2:23-cv-01748-KKE

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

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1 2. “CONFIDENTIAL” MATERIAL

2 “Confidential” material shall include the following documents and tangible things
3 produced or otherwise exchanged:

4 (a) Protected Health Information (“PHI”) as defined by the Federal Health
5 Insurance Portability and Accountability Act (“HIPAA”); medical information, such as medical
6 records, medical treatment, medical diagnoses, and drug recommendations or prescriptions;
7 medical billing information; and investigations and statements to the extent they include the
8 same;

9 (b) the financial status of Plaintiff and/or Defendants including but not limited
10 to any non-public financial information such as tax records, profit and loss statements,
11 accounting documents, reports, or assessments; business and contractual relationships; contracts;
12 and investigations and statements related to the same, excluding any such documents already in
13 the public domain;

14 (c) private personnel information and records of Defendants’ employees
15 and/or personal identifying information of Defendants’ employees;

16 (d) information produced that the designating party believes in good faith
17 contains Defendants’ confidential business information, which includes: (i) guest information
18 and data; (ii) Defendants’ contracts; (iii) proprietary systems and processes used in hotel
19 operation; and (iv) and other proprietary information in which the disclosing party or any related
20 entity has a privacy or proprietary interest, which material is not generally known to the public
21 and which the disclosing party would normally seek to protect from disclosure to the public or to
22 competitors or would otherwise be obligated to treat as confidential; and

23 (e) information or documents obtained from third parties falling into the
24 foregoing categories.

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1 3. SCOPE

2 The protections conferred by this agreement cover not only confidential material (as
3 defined above), but also (1) any information copied or extracted from confidential material; (2)
4 all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,
5 conversations, or presentations by parties or their counsel that might reveal confidential material.

6 However, the protections conferred by this agreement do not cover information that is in
7 the public domain or becomes part of the public domain through trial or otherwise.

8 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

9 4.1 Basic Principles. A receiving party may use confidential material that is disclosed
10 or produced by another party or by a non-party in connection with this case only for prosecuting,
11 defending, or attempting to settle this litigation. Confidential material may be disclosed only to
12 the categories of persons and under the conditions described in this agreement. Confidential
13 material must be stored and maintained by a receiving party at a location and in a secure manner
14 that ensures that access is limited to the persons authorized under this agreement.

15 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
16 by the court or permitted in writing by the designating party, a receiving party may disclose any
17 confidential material only to:

18 (a) the receiving party’s counsel of record in this action, as well as employees
19 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

20 (b) the officers, directors, and employees (including in house counsel) of the
21 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties
22 agree that a particular document or material produced is for Attorney’s Eyes Only and is so
23 designated;

24 (c) experts and consultants to whom disclosure is reasonably necessary for this
25 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (d) the court, court personnel, and court reporters and their staff;

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1 (e) copy or imaging services retained by counsel to assist in the duplication of
2 confidential material, provided that counsel for the party retaining the copy or imaging service
3 instructs the service not to disclose any confidential material to third parties and to immediately
4 return all originals and copies of any confidential material;

5 (f) during their depositions, witnesses in the action to whom disclosure is
6 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
7 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of
8 transcribed deposition testimony or exhibits to depositions that reveal confidential material must
9 be separately bound by the court reporter and may not be disclosed to anyone except as permitted
10 under this agreement;

11 (g) the author or recipient of a document containing the information or a
12 custodian or other person who otherwise possessed or knew the information.

13 4.3 Filing Confidential Material. Before filing confidential material or discussing or
14 referencing such material in court filings, the filing party shall confer with the designating party,
15 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will
16 remove the confidential designation, whether the document can be redacted, or whether a motion
17 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
18 designating party must identify the basis for sealing the specific confidential information at issue,
19 and the filing party shall include this basis in its motion to seal, along with any objection to sealing
20 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and
21 the standards that will be applied when a party seeks permission from the court to file material
22 under seal. A party who seeks to maintain the confidentiality of its information must satisfy the
23 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.
24 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with
25 the strong presumption of public access to the Court’s files.

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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party
 3 or non-party that designates information or items for protection under this agreement must take
 4 care to limit any such designation to specific material that qualifies under the appropriate
 5 standards. The designating party must designate for protection only those parts of material,
 6 documents, items, or oral or written communications that qualify, so that other portions of the
 7 material, documents, items, or communications for which protection is not warranted are not swept
 8 unjustifiably within the ambit of this agreement.

9 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
 10 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
 11 unnecessarily encumber or delay the case development process or to impose unnecessary
 12 expenses and burdens on other parties) expose the designating party to sanctions.

13 If it comes to a designating party's attention that information or items that it designated
 14 for protection do not qualify for protection, the designating party must promptly notify all other
 15 parties that it is withdrawing the mistaken designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 17 agreement (*see, e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or
 18 ordered, disclosure or discovery material that qualifies for protection under this agreement must
 19 be clearly so designated before or when the material is disclosed or produced.

20 (a) Information in documentary form: (*e.g.*, paper or electronic documents and
 21 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),
 22 the designating party must affix the word "CONFIDENTIAL" to each page that contains
 23 confidential material. If only a portion or portions of the material on a page qualifies for protection,
 24 the producing party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
 25 markings in the margins).

26 (b) Testimony given in deposition or in other pretrial proceedings: the parties

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1 and any participating non-parties must identify on the record, during the deposition or other pretrial
 2 proceeding, all protected testimony, without prejudice to their right to so designate other testimony
 3 after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the
 4 transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or
 5 exhibits thereto, as confidential. If a party or non-party desires to protect confidential information
 6 at trial, the issue should be addressed during the pre-trial conference.

7 (c) Other tangible items: the producing party must affix in a prominent place
 8 on the exterior of the container or containers in which the information or item is stored the word
 9 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
 10 the producing party, to the extent practicable, shall identify the protected portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
 12 designate qualified information or items does not, standing alone, waive the designating party’s
 13 right to secure protection under this agreement for such material. Upon timely correction of a
 14 designation, the receiving party must make reasonable efforts to ensure that the material is treated
 15 in accordance with the provisions of this agreement.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
 18 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
 19 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
 20 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
 21 challenge a confidentiality designation by electing not to mount a challenge promptly after the
 22 original designation is disclosed.

23 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
 24 regarding confidential designations without court involvement. Any motion regarding
 25 confidential designations or for a protective order must include a certification, in the motion or in
 26 a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference

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1 with other affected parties in an effort to resolve the dispute without court action. The certification
 2 must list the date, manner, and participants to the conference. A good faith effort to confer requires
 3 a face-to-face meeting or a telephone conference.

4 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
 5 intervention, the designating party may file and serve a motion to retain confidentiality under Local
 6 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of
 7 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those
 8 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on
 9 other parties) may expose the challenging party to sanctions. All parties shall continue to maintain
 10 the material in question as confidential until the court rules on the challenge.

11 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
 12 LITIGATION

13 If a party is served with a subpoena or a court order issued in other litigation that compels
 14 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that
 15 party must:

16 (a) promptly notify the designating party in writing and include a copy of the
 17 subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or order to
 19 issue in the other litigation that some or all of the material covered by the subpoena or order is
 20 subject to this agreement. Such notification shall include a copy of this agreement; and

21 (c) cooperate with respect to all reasonable procedures sought to be pursued by
 22 the designating party whose confidential material may be affected.

23 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential
 25 material to any person or in any circumstance not authorized under this agreement, the receiving
 26 party must immediately (a) notify in writing the designating party of the unauthorized

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disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this agreement, and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a producing party gives notice to receiving parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

10. NON-TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain confidential material.

The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: June 28, 2024.

LAW OFFICES OF LOURDES SANCHEZ, PC

STOEL RIVES LLP

s/ Apolinar Montero-Sanchez (via email authorization)

s/ Jacqueline Middleton

Apolinar Montero-Sanchez, WSBA 55179
apolinar@oregonabogada.com
P.O. Box 11526
Eugene, OR 97440
Telephone: 541.347.8110

James M. Shore, WSBA No. 28095
jim.shore@stoel.com
Jacqueline Middleton, WSBA No. 52636
jacqueline.middleton@stoel.com
Manmit K. Dhami, WSBA No. 61332
manmit.dhami@stoel.com
600 University Street, Suite 3600
Seattle, WA 98101
Telephone: 206.624.0900
Facsimile: 206.386.7500

Attorneys for Plaintiff O.E.

*Attorneys for Defendants
HPT TRS IHG-2, Inc. and
Sonesta International Hotels Corporation*

KAFOURY & MCDUGAL

s/ Jason Kafoury (via email authorization)

Jason Kafoury, WSBA 58721
jkafoury@kafourymcdougal.com
Adam Kiel, WSBA 58324
kiel@kafourymcdougal.com
411 S.W. 2nd Avenue, Suite 200
Portland, OR 97204
Telephone: 503.224.2647

Attorneys for Plaintiff O.E.

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1 PURSUANT TO STIPULATION, IT IS SO ORDERED

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any
3 documents, electronically stored information (ESI) or information, whether inadvertent or
4 otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or
5 state proceeding, constitute a waiver by the producing party of any privilege applicable to those
6 documents, including the attorney-client privilege, attorney work-product protection, or any
7 other privilege or protection recognized by law. This Order shall be interpreted to provide the
8 maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b)
9 do not apply. Nothing contained herein is intended to or shall serve to limit a party's right to
10 conduct a review of documents, ESI or information (including metadata) for relevance,
11 responsiveness and/or segregation of privileged and/or protected information before production.
12 Information produced in discovery that is protected as privileged or work product shall be
13 immediately returned to the producing party.

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15 DATED: June 28, 2024

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18 _____
19 Kimberly K. Evanson
20 United States District Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [name], of
_____ [address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued by the
United States District Court for the Western District of Washington in the case of *O.E. v. HPT
TRS IHG-2, Inc., et al.*, Case No. 2:23-cv-01748-KKE. I agree to comply with and to be bound
by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure
to so comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is subject to
this Stipulated Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Western District of Washington for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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